



**RETURN OFFERS TO:**

Parks Canada Agency Bid Receiving Unit  
 National Contracting Services  
 Offer Fax: 1-877-558-2349  
 Offer E-mail Address:  
[soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca)

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.

**REQUEST FOR STANDING OFFERS**

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

**Issuing Office:**  
 Parks Canada Agency  
 National Contracting Services  
 Gatineau (Quebec)

<b>Title:</b> Rental of heavy machinery without operator	
<b>Solicitation No.:</b> 5P300-23-0153/A	<b>Date:</b> January 11, 2024
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At: 2:00 PM</b> <b>On: February 9, 2024</b>	<b>Time Zone:</b> <b>EST</b>
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Eric Robinson	
<b>Telephone No.:</b> 873-355-0824	<b>Email Address:</b> <a href="mailto:eric.robinson@pc.gc.ca">eric.robinson@pc.gc.ca</a>
<b>Destination of Goods, Services, and Construction:</b> See herein	

**TO BE COMPLETED BY THE OFFEROR**

<b>Vendor/ Firm Name:</b>	
<b>Address:</b>	
<b>Telephone No.:</b>	<b>Email Address:</b>
<b>Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):</b>	
<b>Signature:</b>	<b>Date:</b>

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
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Rental of heavy machinery without operator

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### **IMPORTANT NOTICE TO OFFERORS**

**OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.**

**OFFERS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.**

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca). Offers submitted by email directly to the Standing Offer Authority or to any email address other than [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca) will not be accepted.

The only acceptable facsimile for responses to the RFSO is 1-877-558-2349.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offer documents must be sent as email attachments.

#### **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at:  
<http://www.directdeposit.gc.ca>

Solicitation No.:  
5P300-23-0153/A

Amendment No.:  
000

Contracting Authority:  
Eric Robinson

Client Reference No.:  
N/A

Title:  
Rental of heavy machinery without operator

---

## TABLE OF CONTENTS

<b>PART 1 – GENERAL INFORMATION .....</b>	<b>5</b>
1.1. INTRODUCTION.....	5
1.2. SUMMARY.....	5
1.3. SECURITY REQUIREMENTS.....	6
1.4. DEBRIEFINGS .....	6
<b>PART 2 – OFFEROR INSTRUCTIONS.....</b>	<b>7</b>
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	7
2.2. SUBMISSION OF OFFERS .....	7
2.3. ENQUIRIES – REQUEST FOR STANDING OFFERS.....	8
2.4. APPLICABLE LAWS.....	8
2.5. BID CHALLENGE AND RECOURSE MECHANISMS.....	8
<b>PART 3 – OFFER PREPARATION INSTRUCTIONS .....</b>	<b>9</b>
3.1. OFFER PREPARATION INSTRUCTIONS .....	9
<b>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1. EVALUATION PROCEDURES.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>11</b>
5.1. CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2. CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	11
<b>PART 6 – SECURITY AND INSURANCE REQUIREMENTS.....</b>	<b>13</b>
6.1. SECURITY REQUIREMENTS.....	13
6.2. INSURANCE REQUIREMENTS.....	13
<b>PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>14</b>
<b>A. STANDING OFFER.....</b>	<b>14</b>
7.1. OFFER.....	14
7.2. SECURITY REQUIREMENTS.....	14
7.3. STANDARD CLAUSES AND CONDITIONS .....	14
7.4. TERM OF STANDING OFFER.....	14
7.5. AUTHORITIES.....	15
7.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	16
7.7. IDENTIFIED USERS.....	16
7.8. CALL-UP PROCEDURES.....	16
7.9. CALL-UP INSTRUMENT .....	16
7.10. LIMITATION OF CALL-UPS.....	17
7.11. FINANCIAL LIMITATION .....	17
7.12. PRIORITY OF DOCUMENTS .....	17
7.13. CERTIFICATIONS AND ADDITIONAL INFORMATION .....	18
7.14. APPLICABLE LAWS.....	18
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>19</b>
7.1. STATEMENT OF REQUIREMENT.....	19
7.2. STANDARD CLAUSES AND CONDITIONS .....	19
7.3. TERM OF CONTRACT .....	19
7.4. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	19

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

7.5.	PAYMENT .....	19
7.6.	INVOICING INSTRUCTIONS .....	20
7.7.	SACC MANUAL CLAUSES.....	20
7.8.	INSURANCE REQUIREMENTS.....	21
7.9.	INSPECTION AND ACCEPTANCE .....	21
<b>ANNEX A.....</b>		<b>22</b>
	STATEMENT OF REQUIREMENT .....	22
<b>ANNEX B.....</b>		<b>26</b>
	BASIS OF PAYMENT.....	26
<b>ANNEX C.....</b>		<b>27</b>
	ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS).....	27
<b>ANNEX D TO PART 5 OF THE REQUEST FOR STANDING OFFERS .....</b>		<b>29</b>
	LIST OF NAMES FOR INTEGRITY VERIFICATION FORM.....	29
<b>ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS.....</b>		<b>31</b>
	FORMER PUBLIC SERVANT .....	31

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## **PART 1 – GENERAL INFORMATION**

### **1.1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A. Standing Offer, and 7B. Resulting Contract Clauses:
  - 7A. includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B. includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity – Certification and any other annexes.

### **1.2. Summary**

**1.2.1** Parks Canada Agency (PCA) requires on-demand heavy machinery equipment rental services for the Quebec Field Unit in Quebec City and the City of Lévis. The standing offer is for a period of 3 years.

Parks Canada will issue one (1) standing offer for both sites (Quebec City and Lévis).

If use of the Standing Offer is authorized beyond the initial period, the Offeror agrees to extend its offer for two (2) additional periods of one (1) year, from April 1, 2027 to March 31, 2028 and from April 1, 2028 to March 31, 2029, on the same terms and conditions and at the rates or prices set out in the Standing Offer, or at the rates or prices calculated in accordance with the formula set out in the Standing Offer.

The Offeror will be notified of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days prior to the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

**1.2.2.** The Request for Standing Offers (RFSO) is to establish Standing Offers for the requirement detailed in the RFSO, to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### **1.3. Security Requirements**

There is no security requirement associated with the Request for Standing Offer.

### **1.4. Debriefings**

Offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## **PART 2 – OFFEROR INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2023-06-08), Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Paragraph 5.4 of the [2006](#) document, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions [2006](#) incorporated by reference above is deleted in its entirety.

### **2.2. Submission of Offers**

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers (RFSO).

**Offers submitted in-person or by courier will not be accepted.**

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The only acceptable email address for responses to the RFSO is [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca).

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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### **2.3. Enquiries – Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority ([eric.robinson@pc.gc.ca](mailto:eric.robinson@pc.gc.ca)) no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### **2.4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

### **2.5. Bid Challenge and Recourse Mechanisms**

**2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

**2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

**2.5.3.** Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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## **PART 3 – OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

#### **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial bid in accordance with the Basis of Payment at Annex B.

##### **3.1.1. Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1. Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

Technical offers will be evaluated against the mandatory technical evaluation criteria specified below.

<b>Number</b>	<b>Mandatory criteria</b>
<b>O1</b>	<b>EQUIPMENT</b>  The Bidder must provide a complete list of its inventory of heavy equipment that it intends to use to perform the work described in Appendix A - Statement of Work, if awarded a Standing Offer. The Bidder must demonstrate that it has the equipment required to perform the work described in Appendix A - Statement of Work, if awarded a Standing Offer.  The list must include the year, make, model and capacity of each piece of equipment, the total load of the equipment and other specific characteristics of each piece of equipment.  The bidder must complete the template included in the separate attachment (EN_5P300-23-0153_ Equipment list.pdf).

#### **4.1.2. Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.1.3. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

Parks Canada will issue one (1) standing offer for both sites (Quebec City and Lévis).

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1. Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the offer non-responsive.

#### **5.2.1. Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Offeror, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex D to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

#### **5.2.2. Former Public Servant**

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Offeror must provide the information requested at **Annex E to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

### **5.2.3. Federal Contractors Program for Employment Equity – Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada – Labour's](https://www.canada.ca/en/employment-social-development/canada-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing a Standing Offer or during the period of the Standing Offer.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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## **PART 6 – SECURITY AND INSURANCE REQUIREMENTS**

### **6.1. Security Requirements**

There is no security requirement associated with the Request for Standing Offer.

### **6.2. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## **PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1. Offer**

7.1.1. The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### **7.2. Security Requirements**

7.2.1. There is no security requirement applicable to the Standing Offer.

#### **7.3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.3.1. General Conditions**

[2005](#) (2022-12-01), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

#### **7.4. Term of Standing Offer**

##### **7.4.1. Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2024 to March 31, 2027.

##### **7.4.2. Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) period of one (1) year, from April 1, 2027 to March 31, 2028 and from April 1, 2028 to March 31, 2029 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **7.4.3. Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

##### **7.4.4. Delivery Points**

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.

## 7.5. Authorities

### 7.5.1. Standing Offer Authority

The Standing Offer Authority is:

Eric Robinson  
Contracting Officer  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Gatineau (Quebec)

Telephone: 873-355-0824

E-mail address: [eric.robinson@pc.gc.ca](mailto:eric.robinson@pc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2. Project Authority

The Project Authority for the standing offer is identified in the call-up against the standing offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3. Offeror's Representative

The Offeror's Representative for the Standing Offer is:

<b>Representative's Name:</b>		
<b>Representative's Title:</b>		
<b>Legal Vendor/ Firm Name:</b>		
<b>Operating Vendor/ Firm Name</b> (if different than above):		
<b>Physical Address:</b>		
<b>City:</b>	<b>Province/ Territory:</b>	<b>Postal Code:</b>

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

<b>Telephone:</b>	<b>Facsimile:</b>
<b>Email Address:</b>	
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>	

#### 7.6. Proactive Disclosure of Contracts with Former Public Servants

\*\*\* SACC Manual clause A3025C to be inserted at issuance of a Standing Offer, if applicable \*\*\*

#### 7.7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Parks Canada, designated representative(s) of the Québec Field Unit.

#### 7.8. Call-up Procedures

Only one (1) standing offer will be issued.

(a) The Project Authority will provide the Offeror with a statement of work detailing the work requirements to determine if the requirement can be met by the Offeror. The Standing Offer Holder must respond to the Project Authority indicating its acceptance or rejection of the work requested within twenty-four (24) hours of the request and must supply and deliver the equipment within a maximum of one (1) week following a call-up against the Standing Offer awarded by Parks Canada.

(b) If the Offeror is unable to meet the requirements, the Project Manager must document the file accordingly.

(c) If the Offeror is able to meet the requirements, the Offeror will return a cost estimate to the Project Authority. All work must be performed in accordance with the requirements of the Statement of Work in Annex "A". The cost estimate shall be consistent with the firm prices established under the Basis of Payment in Annex "B".

(d) Once the Project Authority and the Offeror have agreed on the work requirements and estimated cost, a call-up against the Standing Offer will be issued.

(e) When a call-up against the Standing Offer is awarded, the Offeror is considered to have entered into a contract and must provide Parks Canada with the agreed services. The Offeror must not undertake any work until a call-up against the Standing Offer has been issued.

(f) The Project Authority is responsible for the management of the call-up. Any changes to the Call-up must be authorized in writing by the Project Authority. The Offeror shall not perform any work in excess of or outside the scope of the Call-up based on verbal or written requests or instructions from anyone other than the Project Authority.

#### 7.9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.



**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

**7.9.1.** Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

**7.9.2.** An equivalent form or electronic call-up document which contains at a minimum the following information:

- (a) Standing Offer number;
- (b) Statement that incorporates the terms and conditions of the Standing Offer;
- (c) Description and unit price for each line item;
- (d) Total value of the call-up;
- (e) Point of delivery;
- (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
- (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### **7.10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$15,000.00, Applicable Taxes included.

#### **7.11. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$80,000.00, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or trois (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **7.12. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions [2005](#) (2022-12-01), General Conditions – Standing Offers – Goods or Services;
- (d) The supplemental general conditions [2010C](#) (2022-12-01), General conditions: Services (medium complexity);
- (e) Annex A, Statement of Requirement;
- (f) Annex B, Basis of Payment;
- (g) The Offeror's offer dated **\*\*\* to be inserted at issuance of a Standing Offer \*\*\***.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## **7.13. Certifications and Additional Information**

### **7.13.1. Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.14. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **\*\*\* to be inserted at issuance of a Standing Offer \*\*\***.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1. Statement of Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2. Standard Clauses and Conditions**

#### **7.2.1. General Conditions**

[2010C](#) (2022-12-01), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

#### **7.2.1.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **7.3. Term of Contract**

#### **7.3.1. Period of the Contract**

The period of the contract will be based on the call-up against the Standing Offer.

### **7.4. Proactive Disclosure of Contracts with Former Public Servants**

\*\*\* *SACC Manual clause A3025C to be inserted at issuance of a standing offer, if applicable* \*\*\*

### **7.5. Payment**

#### **7.5.1. Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B for a cost of \$ \_\_\_\_\_ **\*\*\*to be identified in the call-up against the Standing Offer\*\*\***. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ **\*\*\* to be identified in the call-up against the Standing Offer\*\*\***. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 7.6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded electronically to the email address shown on page 1 of the Contract for certification and payment.

## 7.7. SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations  
[B6802C](#) (2007-11-30) Government Property

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

### **7.8. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **7.9. Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

## ANNEX A

### STATEMENT OF WORK

#### Rental of heavy machinery without operator

##### 1.0 Background

Parks Canada is responsible for the enhancement and maintenance of many of the buildings, grounds and fortifications of Quebec City and Lévis. Thanks to its technical services team, Parks Canada carries out several projects each year. Some jobs require the use of heavy equipment.

##### 2.0 Contractor's mandate

The Offeror will be responsible for the rental and delivery of specialized heavy equipment to meet Parks Canada's various needs. This standing offer calls on service providers for two defined sectors, including :

- a. Quebec City, Quebec  
Reference address: 280 Rue St-Dominique, G1K 6R1, QC (within a maximum radius of 6 km)
- b. City of Lévis (Quebec)  
Reference address: 41 Chemin du Gouvernement, G6V 7B1, QC (within a maximum radius of 2 km)

##### 3.0 Description of work

##### 3.1 Equipment

The Offeror must supply all equipment listed in the "required" section of the basis of payment. The Offeror is not required to supply the equipment in the "optional" section.

The equipment requested must include the following specifications:

Item no.	Description of equipment required	Specification and/or inclusion
1.1	1.5- or 1.7-ton excavator	-The equipment must include two buckets (one for excavation and one for ditching) adapted to and compatible with the equipment.
1.1.1	Hydraulic thumb	-The accessory must be suitable and compatible with article 1.1.
1.1.2	Jackhammer	-The accessory must be suitable and compatible with article 1.1.
1.2	3.5-ton excavator	-The equipment must include two buckets (one for excavation and one for ditching) adapted to and compatible with the equipment. -The equipment must have an enclosed heated and air-conditioned cabin.
1.2.1	Hydraulic thumb	-The accessory must be suitable and compatible with article 1.2.
1.2.2	Jackhammer	-The accessory must be suitable and compatible with article 1.2.
1.3	5-ton excavator	-The equipment must include two buckets (one for excavation and one for ditching) adapted to and compatible with the equipment. The equipment must have an enclosed heated and air-conditioned cabin.

Solicitation No.:  
5P300-23-0153/A

Amendment No.:  
000

Contracting Authority:  
Eric Robinson

Client Reference No.:  
N/A

Title:  
Rental of heavy machinery without operator

Item no.	Description of equipment required	Specification and/or inclusion
1.3.1	Hydraulic thumb	-The accessory must be suitable and compatible with article 1.3.
1.3.2	Jackhammer	-The accessory must be suitable and compatible with article 1.3.
1.4	10-ton excavator	-The equipment must include two buckets (one for excavation and one for ditching) adapted to and compatible with the equipment. The equipment must have an enclosed heated and air-conditioned cabin.
1.4.1	Hydraulic thumb	-The accessory must be suitable and compatible with article 1.4.
1.4.2	Jackhammer	-The accessory must be suitable and compatible with article 1.4.
1.5	13- or 13.5-ton excavator	-The equipment must include two buckets (one for excavation and one for ditching) adapted to and compatible with the equipment. The equipment must have an enclosed heated and air-conditioned cabin.
1.5.1	Hydraulic thumb	-The accessory must be suitable and compatible with article 1.5.
1.5.2	Jackhammer	-The accessory must be suitable and compatible with article 1.5.
1.6	Telescopic mast forklift – 5000lbs*	-The telescopic forklift must have a minimum lifting height of 33 feet (maximum 45 feet). -The equipment must have a lifting capacity at full extension and on stabilizer of 5000lbs (±1000 lbs). -The equipment must include a pair of forks adapted and compatible with the equipment.
1.6.1	2-person capacity basket 500 lbs	-The accessory must be suitable and compatible with article 1.6.
1.7	Scissor lift Approx. 26 feet	-The scissor lift must have a lifting height of approximately 26 feet.
1.8	35- to 75-foot aerial work platform	-The aerial work platform must have a lifting height of between 35 and 75 feet.
1.9	75- to 120-foot aerial work platform	-The aerial work platform must have a lifting height of more than 75 feet up to a maximum of 120 feet.

Item no.	Description of equipment required	Specification and/or inclusion
1.10	Towable aerial work platform Approx. 35 feet	<p>-The towable aerial work platform must have a lifting height of approximately 35 feet. The equipment must be able to be used on a surface with limited load-bearing capacity. Maximum load restrictions per wheel must be considered.</p> <p>-The equipment authorized for this item is:</p> <ul style="list-style-type: none"> <li>-Track-based Basket Spider lift 13.8ED;</li> <li>-35' T350 towable aerial work platform;</li> <li>-35'-9" 3522A towable aerial work platform;</li> <li>-Niftylift 34' towable aerial platform;</li> <li>-Bil-Jax 35' 3522A towable aerial work platform;</li> <li>Haulotte 35' 3522A towable aerial work platform.</li> </ul>

Item no.	Description of optional equipment	Specification and/or inclusion
4.1	Vibratory plate 400 lbs to 750 lbs (±50lbs)	-The vibratory plate must have a minimum weight of 400 lbs (maximum 750 lbs) ±50lbs.
4.1	Vibratory plate 750 lbs to 1000 lbs (±50 lbs)	-The vibratory plate must have a minimum weight of 750 lbs (maximum 1000 lbs) ±50 lbs.
4.2	Compactor roller Width 48 to 50 inches	-The compactor roller must have a minimum roller width of 48 inches (maximum 50 inches).
4.2	Compactor roller Width 50 to 56 inches	-The compactor roller must have a minimum roller width of 50 inches (maximum 56 inches).
4.3	Motorized wheelbarrow Capacity from approx. 1500 lbs to 2500 lbs	-The motorized wheelbarrow must have a minimum loading capacity of 1500 lbs (maximum 2500 lbs).
4.4	Sandblasting equipment	<p>-Sandblasting equipment must include, but not be limited to, all accessories or adapters required for proper use of the equipment, -Equipment must include a 1 ¼ to 1 ½ inch diameter pipe compatible with the equipment (including adapted nozzle and required adapters) (sand excluded). -Equipment must have a minimum tank diameter of 18 inches (maximum 24 inches).</p>

### 3.2 Rental period

The rental period will vary according to Parks Canada's needs. The rental must be calculated on the basis of the actual cumulative rental period and in accordance with the rates of the basis of payment. The Offeror must provide combinable rates based on actual rental time.

### 3.3 Fuel

The equipment delivered must be fully fuelled and ready for use. Parks Canada will ensure that equipment is refuelled to the same level on return from rental.

### 3.4 Timeline

The Offeror must be able to supply and deliver the equipment within a maximum of one (1) week following Parks Canada's issuance of a call-up against the Standing Offer.



**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

### **3.5 Insurance**

Rental rates must include damage and other insurance on rented equipment.

### **3.6 Equipment condition and maintenance**

The Offeror must ensure that the equipment supplied is in good condition. Parks Canada reserves the right to refuse any equipment it deems inappropriate or in poor condition. If necessary, the Offeror will be required to provide similar equipment within a timeframe deemed reasonable by Parks Canada.

In the event of breakage to equipment being rented, the Offeror must be able to repair it as quickly as possible or supply another equivalent piece of equipment. Equipment and equipment maintenance must comply with good engineering practice and all applicable regulations, standards and laws, including, but not limited to, safety standards.

### **3.7 Training and documentation**

The Offeror must be sure to explain to Parks Canada staff the operation and features of the rental equipment at no extra charge. This short training course must enable the equipment to be used and the necessary regular maintenance to be carried out for the duration of the rental period.

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## **ANNEX B**

### **BASIS OF PAYMENT**

The Payment Basis is included as a separate attachment (EN\_5P300-23-0153\_Annex B\_Basis of Payment.pdf).

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---

## ANNEX C

### ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

\*\*\* to be completed after call-up award \*\*\*

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

<b>Parks Canada Responsible Authority/Project Lead</b>	<b>Address</b>	<b>Contact Information</b>
<b>Project Manager</b>		
<b>Prime Contractor</b>		
<b>Subcontractor(s)</b> (add additional fields as required)		

<b>Location of Work</b>
-------------------------

<b>General Description of Work to be Completed</b>
--

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

**Mark "Yes" where applicable.**

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (**contractor**), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

## ANNEX D TO PART 5 OF THE REQUEST FOR STANDING OFFERS

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

#### Supplier Information

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> ( ) Corporate Entity ( ) Privately Owned Corporation ( ) Sole Proprietor ( ) Partnership		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

#### List of Names

Name	Title

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

---


**Declaration**

I, \_\_\_\_\_, **(name)**

\_\_\_\_\_, **(position)** of

\_\_\_\_\_, **(supplier's name)** declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Solicitation No.:  
5P300-23-0153/A

Amendment No.:  
000

Contracting Authority:  
Eric Robinson

Client Reference No.:  
N/A

Title:  
Rental of heavy machinery without operator

## ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS

### FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? <b>Yes</b> ( ) <b>No</b> ( )
--

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

**Solicitation No.:**  
5P300-23-0153/A

**Amendment No.:**  
000

**Contracting Authority:**  
Eric Robinson

**Client Reference No.:**  
N/A

**Title:**  
Rental of heavy machinery without operator

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published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the <b>Yes ( ) No ( )</b> terms of the Work Force Adjustment Directive?
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If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.